

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

CONTINENTAL CASUALTY CO.

v.

JOHN F. CURRAN III, ET AL.

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Civil No. – JFM-14-1183

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**MEMORANDUM**

Continental Casualty Company has moved for partial judgment on the pleadings. The motion is granted in part and denied in part.

It is apparent that the policies issued by Continental Casualty to Gargoyles, Inc. were void *ab initio* as to John F. Curran III. Curran made misrepresentations on the application to the policy. Assuming that Center for Insurance was Continental's agent, *but see G.E. Tignall & Co. v. Reliance Nat'l Ins. Co.*, 102 F. Supp. 2d 300, 303 (D. Md. 2000), under Maryland law Curran is charged with misrepresentations made in the application. *See Foreman v. W. Reserve Life Assurance Co.*, 898 F.2d 145 (4th Cir. 1990).

That said, a further factual record is necessary to establish the relationship between Jerome Huang and Continental and whether Huang stated that Continental would be paying for Curran's defense "until the end." Therefore, Continental's motion for partial judgment on the pleadings is denied to the extent that it seeks to recover defense costs paid on behalf of Curran.

A separate order effecting the ruling made in this memorandum is being entered herewith.

Date: 5/6/16

  
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J. Frederick Motz  
United States District Judge